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Attorneys for Plaintiffs  
WALTER PEREZ ESCOBAR, MARGARITO,  
GONZALEZ and FRANCISCO CISNEROS-ZAVALA

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

WALTER PEREZ ESCOBAR,  
MARGARITO GONZALEZ and  
FRANCISCO CISNEROS-ZAVALA,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

WHITESIDE CONSTRUCTION  
CORPORATION, NMS SUPPLY INC.,  
J.W. CONSTRUCTION, INC. and  
DAVID R. WHITESIDE,

Defendants.

Case No. CV-08-1120 WHA

**DECLARATION OF ALAN  
HARRIS IN SUPPORT OF  
PLAINTIFFS' REPLY  
MEMORANDUM IN SUPPORT  
OF PLAINTIFFS' MOTION FOR  
LEAVE TO FILE A FIRST  
AMENDED COMPLAINT**

Date: August 21, 2008  
Time: 8:00 AM  
Courtroom: 9  
Judge: Hon. William Alsup

1 I, Alan Harris, declare under penalty of perjury as follows:

2 1. I am a member in good standing of the State Bar of California and am  
3 one of the attorneys for Plaintiffs in the within action. I make this Declaration on  
4 behalf of the Plaintiffs and in support of the Plaintiffs' Reply Memorandum in  
5 Support of Plaintiffs' Motion for Leave to File a First Amended Complaint. If  
6 sworn as a witness, I could competently testify to each and every fact set forth  
7 herein from my own personal knowledge.

8 2. At the time of the filing of the Motion for Leave to File a First  
9 Amended Complaint, Plaintiffs had still not received written notice from the  
10 California Labor and Workforce Development Agency ("LWDA") confirming that  
11 it did not intend to investigate, thereby giving Plaintiffs the statutory right to assert  
12 claims in this action pursuant to the Labor Code Private Attorneys General Act  
13 ("PAGA"), Cal. Lab. Code § 2698 *et seq.*

14 3. Attached hereto as **Exhibit 1** is a true and correct copy of the July 28,  
15 2008, LWDA letter informing the parties that the LWDA did not intend to  
16 investigate the claims. In addition to receiving this letter from the LWDA  
17 regarding NMS Supply, Inc., a representative from the LWDA confirmed that a  
18 similar letter had been sent out with respect to Whiteside Construction Corporation  
19 and that a similar letter will be sent out shortly with respect to J.W. Construction,  
20 Inc. Plaintiffs expect to receive the remaining letters prior the hearing date on the  
21 instant Motion. At that time, Plaintiffs will file a supplemental declaration and  
22 attach the outstanding LWDA letters.

23 ///

24 ///

25 ///

26 ///

27 ///



**PROOF OF SERVICE**

I am attorney for Plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 5455 Wilshire Boulevard, Suite 1800, Los Angeles, California 90036. On August 7, 2008, I served the within document(s): **DECLARATION OF ALAN HARRIS IN SUPPORT OF PLAINTIFFS' REPLY MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION FOR LEAVE TO FILE A FIRST AMENDED COMPLAINT.**

I caused such to be delivered by hand in person to:

N/A

I caused such to be delivered by fax or e-mail to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/A

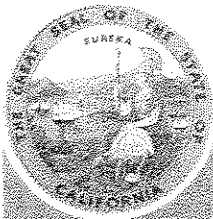
I caused such to be delivered via the Court's CM/ECF System:

Paul Simpson – psimpson@sgilaw.com

I declare under penalty of perjury that the above is true and correct. Executed on August 7, 2008, at Los Angeles, California.

/s/  
\_\_\_\_\_  
David Zelenski

# EXHIBIT 1



**Governor**  
Arnold  
Schwarzenegger

**Secretary**  
Victoria L. Bradshaw

Agricultural  
Labor  
Relations  
Board

California  
Unemployment  
Insurance  
Appeals  
Board

California  
Workforce  
Investment  
Board

Department of  
Industrial  
Relations

Economic  
Strategy  
Panel

Employment  
Development  
Department

Employment  
Training  
Panel

# CALIFORNIA Labor & Workforce Development Agency

Date July 28, 2008

Harris & Ruble  
5455 Wilshire Blvd., Suite 1800  
Los Angeles, CA 90036

Whiteside Construction Corporation  
c/o Paul Simpson  
Simpson, Garrity & Innes  
601 Gateway Blvd., Suite 950  
South San Francisco, CA 94080

Re: LWDA No: 3681  
Employer: Whiteside Construction Corporation  
Employee: Walter Perez Escobar

Dear Employer and Representative of the Employee:

This is to inform you that the Labor and Workforce Development Agency (LWDA) received your notice of alleged Labor Code violations pursuant to Labor Code Section 2699, postmarked June 20, 2008 and after review, does not intend to investigate the allegations.

As a reminder to you, the provisions of Labor Code Section 2699(i) provides that "...civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code". Labor Code Section 2699(l) specifies "[T]he superior court shall review and approve any penalties sought as part of a proposed settlement agreement pursuant to this part".

Consequently you must advise us of the results of the litigation, and forward a copy of the court judgment or the court-approved settlement agreement.

Sincerely,

Doug Hoffner  
Undersecretary

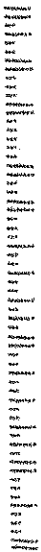
State of California  
Labor & Workforce Development Agency  
801 K Street, Suite 2101  
Sacramento, CA 95814

Harris & Rubie  
5455 Wilshire Boulevard #1800  
Los Angeles, CA 90036  
3681



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5640 MAILED FROM ZIP CODE 95814

3003684268 0007



## EXHIBIT 2



1 Alan Harris (SBN 146079)  
2 David Zelenski (SBN 231768)  
3 HARRIS & RUBLE  
4 5455 Wilshire Boulevard, Suite 1800  
5 Los Angeles, CA 90036  
6 Telephone: (323) 931-3777  
7 Facsimile: (323) 931-3366

8 Attorneys for Plaintiff

9 UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA

11 WALTER PEREZ ESCOBAR,  
12 MARGARITO GONZALEZ, and  
13 FRANCISCO CISNEROS-  
14 ZAVALA, individually and on  
behalf of all others similarly  
situated,

15 Plaintiff,

16 v.

17 WHITESIDE CONSTRUCTION  
18 CORPORATION, NMS SUPPLY,  
INC., J. W. CONSTRUCTION,  
19 INC., and DAVID R. WHITESIDE,

20 Defendants.

Case No. CV-08-1120 WHA

**CLASS ACTION COMPLAINT**

1. Cal. Lab. Code § 226.7 (wages for rest and meal period)
2. Cal. Lab. Code § 203 (continuing wages)
3. Cal. Lab. Code § 226 (wage statements)
4. Cal. Lab Code §§ 204, 510 and 1194 California Labor Code (Failure to Pay Minimum Wage or Overtime Compensation)
5. 29 USCS § 206 and 207 (Fair Labor Standards Act)
6. Cal. Bus. & Prof. Code § 17200 *et seq.*
7. California Labor Code § 2802, Indemnification for Expenditures or Losses in Discharge of Duties
8. Cal. Lab Code § 2698 *et seq.*, Civil Penalties

**DEMAND FOR JURY TRIAL**

1 COME NOW Plaintiffs, and for their causes of action against Defendants, allege:

## 2 **JURISDICTION AND VENUE**

3 1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1441(b).  
 4 Defendants constitute an “enterprise” within the meaning of the Fair Labor Standards  
 5 Act, 29 U.S.C. § 203. See 29 U.S.C. § 203(r) (defining “enterprise”). Defendants are  
 6 engaged in interstate commerce, with annual sales in excess of \$1,000,000 and with  
 7 more than 300 employees. This Court has federal-question jurisdiction under 28 U.S.C.  
 8 § 1331. Furthermore, under 28 U.S.C. § 1367, this Court may exercise supplemental  
 9 jurisdiction over Plaintiff’s state-law claims. There are no grounds that would justify  
 10 this Court’s declining to exercise its jurisdiction pursuant to 28 U.S.C. § 1367. See 28  
 11 U.S.C. § 1367(c) (explaining grounds on which courts may decline to exercise  
 12 supplemental jurisdiction).

## 13 **PARTIES AND JURISDICTION**

14 2. Plaintiffs FRANCISCO CISNEROS-ZAVALA (“CISNEROS-ZAVALA”),  
 15 MARGARITO GONZALEZ (“GONZALEZ”) and WALTER PEREZ ESCOBAR  
 16 (“ESCOBAR”) (collectively, “Plaintiffs”) are individuals who, during the time periods  
 17 relevant to this Complaint, were employed within the County of Contra Costa, State of  
 18 California. ESCOBAR is resident of the County of Marin, State of California.  
 19 CISNEROS-ZAVALA and GONZALEZ are residents of the County of Contra Costa.

20 3. Defendant WHITESIDE CONSTRUCTION CORPORATION  
 21 (“WHITESIDE”) was and is a California Corporation doing business within the State of  
 22 California. On the California Secretary of State’s website, WHITESIDE lists its address  
 23 as P.O. Box 3578, San Rafael, California 94912. Defendants are informed and believe  
 24 and thereupon allege that WHITESIDE’s actual place of business is 1151 Hensley Street,  
 25 Richmond, California 94801. WHITESIDE’s Agent for Service of Process is David R.  
 26 Whiteside, 101 Morphew Street, San Rafael, California 94901. WHITESIDE is a large  
 27 concrete construction company that conducts business throughout the greater San  
 28 Francisco Bay Area. WHITESIDE is licensed in California under Contractor’s License

1 number 577719.

2 4. Defendant NMS SUPPLY INC. ("NMS") was and is a California  
3 Corporation doing business within the State of California. On the California Secretary  
4 of State's website, NMS lists its address as 1151 Hensley Street, Richmond, California  
5 94801. NMS's Agent for Service of Process is David R. Whiteside, 20 Baywood Circle,  
6 Novato, California 94949. On information and belief, NMS does not appear to hold a  
7 California Contractor's License.

8 5. Defendant J.W. CONSTRUCTION, INC. ("JWC") was and is a California  
9 Corporation doing business within the State of California. On the California Secretary  
10 of State's website, JWC lists its address as 631 Marina Way South, Richmond,  
11 California 94804. JWC's Agent for Service of Process is Michelle A. Whiteside, 615  
12 Biscayne Drive, San Rafael, California 94901. On information and belief, JWC does not  
13 appear to hold a California Contractor's License.

14 6. WHITESIDE 2007 ("WHITESIDE 2007") is the name of the company that  
15 is listed on GONZALEZ's W2 for the year 2007. The California Secretary of State does  
16 not list WHITESIDE 2007 as either a registered California Corporation or a registered  
17 Limited Liability Company. GONZALEZ's W2 lists WHITESIDE 2007's Employer  
18 Identification Number ("EIN") as the same EIN as is listed on WHITESIDE's W2.  
19 Plaintiffs are informed and believe and thereupon allege that Defendant DAVID R.  
20 WHITESIDE controls and operates WHITESIDE 2007, and that WHITESIDE 2007 is  
21 another name for WHITESIDE.

22 7. Plaintiffs are informed and believe and thereupon allege that Defendant  
23 David R. Whiteside ("DAVID R. WHITESIDE") is the President of WHITESIDE, NMS,  
24 and JWC. DAVID R. WHITESIDE controls and is responsible for the operations,  
25 policies and practices as herein alleged for WHITESIDE, NMS, and JWC. Defendants  
26 are informed and believe and thereupon alleged that DAVID R. WHITESIDE is a  
27 resident of Novato, California. Plaintiffs are informed and believe and thereupon allege  
28 that DAVID R. WHITESIDE hires employees by and through WHITESIDE, JWC, and

1 NMS to work on and for DAVID R. WHITESIDE's various construction jobs  
2 throughout Northern California.

3 8. Defendants are informed and believe and thereupon alleged that  
4 WHITESIDE, NMS, JWC, and DAVID R. WHITESIDE maintain facilities in and  
5 throughout Marin and Contra Costa Counties. WHITESIDE, NMS, JWC, and DAVID  
6 R. WHITESIDE conduct business throughout Northern California and at all relevant  
7 times employed Plaintiffs and numerous other hourly paid employees throughout  
8 Northern California. WHITESIDE, NMS, JWC, and DAVID R. WHITESIDE have  
9 significant contacts with this judicial district and the activities complained of herein  
10 occurred in whole or in part, in this judicial district.

11 **GENERAL ALLEGATIONS**

12 9. CISNEROS-ZAVALA worked as an employee of WHITESIDE, NMS  
13 and/or JWC from approximately December 2000 through August 2007. During this  
14 period CISNEROS-ZAVALA was employed as a non-exempt Laborer at  
15 WHITESIDES's facilities in Richmond, California. GONZALEZ worked as an  
16 employee of WHITESIDE and JWC from approximately April 1991 through February  
17 2007. During this period GONZALEZ was employed as a non-exempt Laborer at  
18 WHITESIDES's facilities in Richmond, California. ESCOBAR worked as an employee  
19 of NMS from approximately November 2007 through December 2007. During this  
20 period GONZALEZ was employed as a non-exempt Laborer at WHITESIDES's  
21 facilities in Richmond, California. Under Wage Order 16-2001, Construction  
22 occupations, including construction Laborers such as Plaintiffs, are not considered  
23 exempt employees.

24 10. WHITESIDE, NMS, JWC and DAVID R. WHITESIDE required that  
25 Plaintiffs report to the WHITESIDE construction yard in Richmond, California at 6:00  
26 A.M. each workday. At that time, the Plaintiffs would be directed by WHITESIDE  
27 management, including but not limited to DAVID R. WHITESIDE, as to where they  
28 were being assigned to work that particular day. Thereafter, the Plaintiffs would travel

1 from the WHITESIDE construction yard to the WHITESIDE project where they were  
2 assigned to work. Generally, WHITESIDE would assign the Plaintiffs a work schedule  
3 that began at 7:00 A.M and ended at 3:30 P.M.

4 11. Generally, WHITESIDE, NMS, JWC and DAVID R. WHITESIDE did not  
5 pay the Plaintiffs for any time spent working prior to 7:00 A.M. Furthermore, Plaintiffs  
6 were not paid for the travel time between the WHITESIDE construction yard in  
7 Richmond, California and the location where the Plaintiffs would work that day.  
8 Furthermore, many times the Plaintiffs would work past 3:30 PM, the time they were  
9 regularly scheduled to end work, but Plaintiffs were rarely, if even, compensated for this  
10 additional time spent working. Furthermore, Plaintiffs would not be compensated for the  
11 afternoon or evening time spent driving from the Defendant construction site to the  
12 WHITESIDE yard in Richmond, California.

13 12. Plaintiffs were rarely provided with a 10 minute break within the first 4  
14 hours of their workday. Furthermore, Plaintiffs were never provided with a 10 minute  
15 break within the second 4 hours of work of their workday (i.e. within hours 5 through 8  
16 of a typical workday).

17 13. Furthermore, in many instances Plaintiffs were required to work through  
18 their 30 minute lunch break, and were either not allowed to take a lunch break, or, were  
19 required to cut short their 30 minute lunch break.

20 14. In many instances, the Plaintiffs were required to drive their own vehicles  
21 from the WHITESIDE yard in Richmond, California to the defendant construction  
22 location where the employee was assigned to work on a particular day. Sometimes the  
23 work site would be more than an hour from the WHITESIDE yard in Richmond,  
24 California. Even though Plaintiffs used their personal vehicles to drive from the  
25 WHITESIDE yard in Richmond to the construction site, the Plaintiffs were never paid a  
26 mileage stipend, nor were they compensated for their gas money or bridge tolls.

27 15. At all relevant times mentioned herein, section 201 of the California Labor  
28 Code provided that "wages earned and unpaid at the time of discharge are due and



1 payable immediately.” Section 202 of the California Labor code provided that for  
2 individuals who quit with at least three days notice, payment of final wages would be  
3 immediate and that for individuals who quit without notice, payment of final wages  
4 would be within 72 hours.

5 16. WHITESIDE, NMS, JWC and DAVID R. WHITESIDE did not compensate  
6 Plaintiffs as required by sections 201 and/or 202 of the California Labor Code.

7 17. To date, Plaintiffs have not been compensated for all of the work they  
8 performed for WHITESIDE, NMS, JWC and DAVID R. WHITESIDE.

9 18. At all relevant times mentioned herein, section 203 of the California Labor  
10 Code provided:

11 If an employer willfully fails to pay, without abatement or reduction, in  
12 accordance with Sections 201, 201.5, 202 and 202.5, any wages of an  
13 employee who is discharged or who quits, the wages of the employee shall  
14 continue as a penalty from the due date thereof at the same rate until paid or  
15 until action therefor is commenced; but the wages shall not continue for  
16 more than 30 days.

17 19. Plaintiffs contend that the failure of WHITESIDE, NMS, JWC and DAVID  
18 R. WHITESIDE to pay them within the time provided by sections 201 and 202 of the  
19 California Labor Code has been and is “willful” within the meaning of section 203 of the  
20 California Labor Code and that, accordingly, Plaintiffs are entitled to the “continuing  
21 wages” provided for by section 203.

22 20. At all relevant times mentioned herein, section 1198 of the California Labor  
23 Code provided:

24 The maximum hours of work and the standard conditions of labor fixed by  
25 the [Industrial Welfare Commission] shall be the maximum hours of work  
26 and the standard conditions of labor for employees. The employment of any  
27 employee for longer hours than those fixed by [an] order or under  
28 conditions of labor prohibited by [an] order is unlawful.

1        21. At all relevant times mentioned herein, Wage Order Number 16 (as  
2 periodically amended) applied to Plaintiffs.

3        22. Wage Order 16 requires a one-hour wage premium for each day that an  
4 employee is not provided with a mandated ten-minute rest period per four-hour work  
5 period. Wage Order 16, ¶11(D). Additionally, Wage Order 16 requires a one-hour wage  
6 premium for each day that an employee is not provided with a mandated thirty-minute  
7 meal period for any shift that is longer than five hours. Wage Order 16, ¶10(F). Finally,  
8 Wage Order 16 requires that those who are employed more than eight (8) hours in any  
9 workday or more than 40 hours in any workweek receive overtime compensation. Wage  
10 Order 16, ¶3(A).

11        23. The right to rest periods and meal periods has been codified in sections  
12 226.7 and 512 of the California Labor Code. At all relevant times mentioned herein,  
13 section 512(a) provided:

14        An employer may not employ an employee for a work period of more than  
15 five hours per day without providing the employee with a meal period of not  
16 less than 30 minutes, except that if the total work period per day of the  
17 employee is no more than six hours, the meal period may be waived by  
18 mutual consent of both the employer and employee. An employer may not  
19 employ an employee for a work period of more than 10 hours per day  
20 without providing the employee with a second meal period of not less than  
21 30 minutes, except that if the total hours worked is no more than 12 hours,  
22 the second meal period may be waived by mutual consent of the employer  
23 and the employee only if the first meal period was not waived.

24        At all relevant times mentioned herein, section 226.7(b) provided:

25        If an employer fails to provide an employee a meal period or rest period in  
26 accordance with an applicable order of the Industrial Welfare Commission,  
27 the employer shall pay the employee one additional hour of pay at the  
28 employee's regular rate of compensation for each work day that the meal or

1 rest period is not provided.

2 24. Compensation for missed rest and meal periods constitutes wages within the  
3 meaning of the California Labor Code.

4 25. At all relevant times mentioned herein, section 558 of the California Labor  
5 Code provided:

6 (a) Any employer or other person acting on behalf of an employer who  
7 violates, or causes to be violated, a section of this chapter or any provision  
8 regulating hours and days of work in any order of the Industrial Welfare  
9 Commission shall be subject to a civil penalty as follows: (1) For any initial  
10 violation, fifty dollars (\$50) for each underpaid employee for each pay  
11 period for which the employee was underpaid in addition to an amount  
12 sufficient to recover underpaid wages. (2) For each subsequent violation,  
13 one hundred dollars (\$100) for each underpaid employee for each pay  
14 period for which the employee was underpaid in addition to an amount  
15 sufficient to recover underpaid wages. (3) Wages recovered pursuant to this  
16 section shall be paid to the affected employee.

17 26. Plaintiffs contend that WHITESIDE, NMS, JWC and DAVID R.  
18 WHITESIDE's failure to comply with section 512 of the California Labor Code and with  
19 Wage Order 16 subjects WHITESIDE, NMS, and JWC to civil penalties pursuant to  
20 section 558.

21 27. Plaintiffs also contend that WHITESIDE, NMS, and JWC's failure to  
22 comply with section 226 of the California Labor Code subjects WHITESIDE, NMS, and  
23 JWC to civil penalties pursuant to section 226.3 of the California Labor Code. At all  
24 relevant times mentioned herein, section 226 of the California Labor Code provided:

25 (a) Every employer shall, semimonthly or at the time of each payment of  
26 wages, furnish each of his or her employees, either as a detachable part of  
27 the check, draft, or voucher paying the employee's wages, or separately  
28 when wages are paid by personal check or cash, an itemized statement in



1 writing showing (1) gross wages earned, (2) total hours worked by the  
 2 employee, except for any employee whose compensation is solely based on  
 3 a salary and who is exempt from payment of overtime under subdivision (a)  
 4 of Section 515 or any applicable order of the Industrial Welfare  
 5 Commission, (3) the number of piece-rate units earned and any applicable  
 6 piece rate if the employee is paid on a piece-rate basis, (4) all deductions,  
 7 provided, that all deductions made on written orders of the employee may  
 8 be aggregated and shown as one item, (5) net wages earned, (6) the  
 9 inclusive dates of the period for which the employee is paid, (7) the name of  
 10 the employee and his or her social security number, (8) the name and  
 11 address of the legal entity that is the employer, and (9) all applicable hourly  
 12 rates in effect during the pay period and the corresponding number of hours  
 13 worked at each hourly rate by the employee. The deductions made from  
 14 payments of wages shall be recorded in ink or other indelible form, properly  
 15 dated, showing the month, day, and year, and a copy of the statement or a  
 16 record of the deductions shall be kept on file by the employer for at least  
 17 three years at the place of employment or at a central location within the  
 18 State of California.

19 . . . .

20 (e) An employee suffering injury as a result of a knowing and intentional  
 21 failure by an employer to comply with subdivision (a) is entitled to recover  
 22 the greater of all actual damages or fifty dollars (\$50) for the initial pay  
 23 period in which a violation occurs and one hundred dollars (\$100) per  
 24 employee for each violation in a subsequent pay period, not exceeding an  
 25 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an  
 26 award of costs and reasonable attorney's fees.

27 . . . .

28 (g) An employee may also bring an action for injunctive relief to ensure

1 compliance with this section, and is entitled to an award of costs and  
2 reasonable attorney's fees.

3 WHITESIDE, NMS, and JWC employed Plaintiffs but failed to provide them with the  
4 data required by section 226 of the California Labor Code. For example, WHITESIDE,  
5 NMS, and JWC failed to provide information concerning the legal name and address of  
6 the employer, the total hours actually worked by the employee and total wages earned on  
7 account of meal and rest penalties. WHITESIDE, NMS, and JWC further failed to  
8 provide information regarding the time and wages for pre and post-shift work performed  
9 by Plaintiffs but not paid for by WHITESIDE, NMS, and JWC. Exhibit 1 hereto reflects  
10 certain of Plaintiffs' wage statements. At all relevant times mentioned herein, section  
11 226.3 of the California Labor Code provided:

12 Any employer who violates subdivision (a) of Section 226 shall be subject  
13 to a civil penalty in the amount of two hundred fifty dollars (\$250) per  
14 employee per violation in an initial citation and one thousand dollars  
15 (\$1,000) per employee for each violation in a subsequent citation, for which  
16 the employer fails to provide the employee a wage deduction statement or  
17 fails to keep the records required in subdivision (a) of Section 226. The  
18 civil penalties provided for in this section are in addition to any other  
19 penalty provided by law.

20 28. At all relevant times mentioned herein, section 204(a) of the California  
21 Labor Code provided:

22 All wages, other than those mentioned in Section 201, 202, 204.1, or 204.2,  
23 earned by any person in any employment are due and payable twice during  
24 each calendar month, on days designated in advance by the employer as the  
25 regular paydays. Labor performed between the 1st and 15th days, inclusive,  
26 of any calendar month shall be paid for between the 16th and the 26th day  
27 of the month during which the labor was performed, and labor performed  
28 between the 16th and the last day, inclusive, of any calendar month, shall be

1 paid for between the 1st and 10th day of the following month.

2 29. At all relevant times mentioned herein, section 510 (a) of the California  
3 Labor Code provided:

4 Eight hours of labor constitutes a day's work. Any work in excess of  
5 eight hours in one workday and any work in excess of 40 hours in any  
6 one workweek and the first eight hours worked on the seventh day of  
7 work in any one workweek shall be compensated at the rate of at least one  
8 and one-half times the regular rate of pay for an employee. Any work in  
9 excess of 12 hours in one day shall be compensated at the rate of no less  
10 than twice the regular rate of pay for an employee. In addition, any work  
11 in excess of eight hours on any seventh day of a workweek shall be  
12 compensated at the rate of no less than twice the regular rate of pay of an  
13 employee. Nothing in this section requires an employer to combine more  
14 than one rate of overtime compensation in order to calculate the amount  
15 to be paid to an employee for any hour of overtime work. The  
16 requirements of this section do not apply to the payment of overtime  
17 compensation to an employee working pursuant to any of the following

18 (1) An alternative workweek schedule adopted pursuant to Section 511.

19 (2) An alternative workweek schedule adopted pursuant to a collective  
20 bargaining agreement pursuant to Section 514.

21 30. In regard to the employment of Plaintiffs, the provisions of subparagraphs  
22 (1) and (2) of section 510 of the California Labor Code were inapplicable in that no  
23 alternative workweek schedule had been adopted pursuant to section 511 and Plaintiffs'  
24 employment to which reference is hereinafter made was not governed by any collective  
25 bargaining agreement.

26 31. At all relevant times mentioned herein, section 1194 of the California Labor  
27 Code provided:

28 Notwithstanding any agreement to work for a lesser wage, any employee

1 receiving less than the legal minimum wage or the legal overtime  
2 compensation applicable to the employee is entitled to recover in a civil  
3 action the unpaid balance of the full amount of this . . . overtime  
4 compensation, including interest thereon, reasonable attorney's fees, and  
5 costs of suit.

6 At all relevant times mentioned herein, section 1194.2 of the California Labor Code  
7 provided:

8 (a) In any action under . . . Section 1194 to recover wages because of the  
9 payment of a wage less than the minimum wage fixed by an order of the  
10 commission, an employee shall be entitled to recover liquidated damages in  
11 an amount equal to the wages unlawfully unpaid and interest thereon.

12 32. Notwithstanding the foregoing requirements of law, Plaintiffs were  
13 routinely denied payment of minimum wage or overtime wages, being compensated only  
14 for hours scheduled rather than for actual hours worked. For example, Plaintiffs were  
15 not compensated for work performed before and/or after the scheduled work shift.  
16 Further, when paying overtime, Plaintiffs were routinely paid at an artificially low rate,  
17 the employer-Defendants, when computing the applicable base hourly wage, failing to  
18 give proper consideration to wages earned by reason of employee work through rest  
19 periods and meal breaks. As a result, the Defendants failed to pay overtime wages at the  
20 correct overtime rate.

21 33. Section 2699 of the California Labor Code, the Labor Code Private  
22 Attorneys General Act of 2004, provides in subpart (a) and subparts (f) through (g):

23 Notwithstanding any other provision of law, any provision of this code that  
24 provides for a civil penalty to be assessed and collected by the Labor and  
25 Workforce Development Agency or any of its departments, divisions,  
26 boards, agencies or employees, for a violation of this code, may, as an  
27 alternative, be recovered through a civil action brought by an aggrieved  
28 employee on behalf of herself or herself and other current or former

1 employees pursuant to the procedures specified in Section 2699.3.

2 . . . .

3 For all provisions of this code except those for which a civil penalty is  
4 specifically provided, there is established a civil penalty for a violation of  
5 these provisions . . . on behalf of herself or herself and other current or  
6 former employees . . . .

7 34. Pursuant to section 2699 of the California Labor Code, Plaintiffs contends  
8 that sections 201, 203, 204, 226, 226.3, 226.7, 512, 558, 1194 and 1198 of the California  
9 Labor Code may entitle them to recover civil penalties against WHITESIDE, NMS, and  
10 JWC through a civil action on behalf of themselves and other current and former  
11 employees. Further, the provisions of Wage Order 16 also may entitle them to recover  
12 civil penalties against WHITESIDE, NMS, and JWC through a civil action on behalf of  
13 themselves and other current and former employees.

14 **CLASS-ACTION ALLEGATIONS**

15 35. The class represented by Plaintiffs (hereafter referred to as the "Class")  
16 consists of all natural persons who were issued one or more paychecks by WHITESIDE,  
17 NMS, and/or JWC in California during the period beginning four years prior to the filing  
18 of this Complaint to date (such persons referred to hereafter as "Class Members" and  
19 such period referred to hereafter as "Class Period").

20 36. Plaintiffs contend that the failure of WHITESIDE, NMS, and/or JWC to  
21 provide the data required by section 226 of the California Labor Code entitles each Class  
22 Member to either actual damages or statutory damages, whichever is greater.

23 37. Plaintiffs contend that the failure of WHITESIDE, NMS, and/or JWC to pay  
24 wages as provided by section 226.7 of the California Labor Code entitles each Class  
25 Member to payment of such earned but unpaid wages owing on account of missed rest  
26 periods and meal breaks.

27 38. Plaintiffs contend that the failure of WHITESIDE, NMS, and/or JWC to pay  
28 overtime wages as provided by sections 204, 514 and 1194 of the California Labor Code



entitles each Class Member to payment of such earned but unpaid overtime wages, WHITESIDE, NMS, and/or JWC having, inter alia, failed to consider unpaid wages owed on account of missed rest periods and meal breaks in computing the overtime rate applicable to Plaintiffs and Class Members.

39. Plaintiffs contend that the failure of WHITESIDE, NMS, and JWC to make final wage payments within the time provided by sections 201 and/or 202 of the California Labor Code has been and is “willful” within the meaning of section 203 of the California Labor Code and that, accordingly, each Class Member who has had his employment with Defendant NMS terminated is entitled to the “continuing wages” for which provision is made by section 203 of the California Labor Code.

40. The number of Class Members is great, believed to be in excess of one-thousand persons. It therefore is impractical to join each Class Member as a named plaintiff. Accordingly, utilization of a class action is the most economically feasible means of determining the merits of this litigation.

41. Despite the Class Members’ numerosity, the Class Members are readily ascertainable through an examination of the records that WHITESIDE, NMS, and JWC are required by law to keep. Likewise, the dollar amount owed to each Class Member is readily ascertainable by an examination of those same records.

42. Common questions of fact and of law predominate in the claims of Class Members over individual issues regarding the money owed to each Class Member. Some of the common issues herein are described in Paragraph 46, infra.

43. There is a well-defined community of interest in the questions of law and fact common to the Class Members. Some of the common issues herein are described in Paragraph 46, infra.

44. Plaintiffs’ claims are typical of the claims of the Class Members, which claims all arise from the same general operative facts, namely, Defendants did not compensate employees as required by the California Labor Code and the Fair Labor Standards Act. Plaintiffs have no conflict of interest with the other Class Members and

1 they and their counsel are able to represent the interests of the other Class Members  
2 fairly and adequately.

3 45. A class action is a superior method for the fair and efficient adjudication of  
4 this controversy. The persons within the Class are so numerous that joinder of all of  
5 them is impracticable. The disposition of all claims of the members of the class in a  
6 class action, rather than in individual actions, benefits the parties and the court. The  
7 interest of the Class Members in controlling the prosecution of separate claims against  
8 Defendants is small when compared with the efficiency of a class action. The claims of  
9 each individual Class Member are too small to litigate individually, and the  
10 commencement of separate actions in this Court would lead to an undue burden on  
11 scarce judicial resources. Further, the alternative of individual proceedings before the  
12 California Labor Commissioner is impractical inasmuch as that agency has insufficient  
13 resources to process such claims promptly and, under the provisions of California Labor  
14 Code section 98.2, if the individual class members were to succeed in obtaining awards  
15 in their favor, such awards are subject to appeal as a matter of right for a *de novo* trial in  
16 Superior Court, leading to a multiplicity of such trials in that court. Further, absent class  
17 treatment, employees will most likely be unable to secure redress given the time and  
18 expense necessary to pursue individual claims, and individual Class Members will likely  
19 be unable to retain counsel willing to prosecute their claims on an individual basis, given  
20 the small amount of recovery. As a practical matter, denial of class treatment will lead to  
21 denial of recovery to the individual Class Members.

22 46. There is a well-defined community of interest in the questions of law and fact  
23 common to the Class. The key questions are the same for each Class Member: (a) Was  
24 such Class Member an employee of Defendant WHITESIDE, NMS, JWC and/or DAVID  
25 R. WHITESIDE? (b) Was such Class Member entitled to continuing wages? (c) Was  
26 such Class Member paid his or her wages as provided by sections 201 and/or 202 of the  
27 California Labor Code? (d) Did WHITESIDE, NMS, JWC and/or DAVID R.  
28 WHITESIDE fail to timely pay Class members their minimum and overtime wages? (e)

1 Did WHITESIDE, NMS, JWC and/or DAVID R. WHITESIDE fail to pay Class  
 2 Members for work performed before and/or after a work shift? (f) Did WHITESIDE,  
 3 NMS, JWC and/or DAVID R. WHITESIDE fail to provide Class Members with  
 4 appropriate a thirty minute, uninterrupted meal break? (g) Did WHITESIDE, NMS, JWC  
 5 and/or DAVID R. WHITESIDE fail to provide Class Members with a mandated ten-  
 6 minute rest period per four-hour work period? (h) Did WHITESIDE, NMS, JWC and/or  
 7 DAVID R. WHITESIDE commit unlawful business acts or practices within the meaning  
 8 of California Business and Professions Code sections 17200 *et seq.*? (i) Did  
 9 WHITESIDE, NMS, JWC and/or DAVID R. WHITESIDE fail to compensate Class  
 10 Members for car and transportation expense between WHITESIDE, which is located in  
 11 Richmond, California and the Class Members' daily work site?

12 47. The interest of each Class Member in controlling the prosecution of his or her  
 13 individual claim against WHITESIDE, NMS, JWC and DAVID R. WHITESIDE is small  
 14 when compared with the efficiency of a class action.

### 15 **FLSA COLLECTIVE ACTION ALLEGATIONS**

16 48. In this collective action, Plaintiffs seek to represent all individuals who were  
 17 employed by Defendants (the "COLLECTIVE ACTION MEMBERS").

18 49. Plaintiffs are similarly situated with the COLLECTIVE ACTION MEMBERS  
 19 in that: (a) Plaintiffs and the COLLECTIVE ACTION MEMBERS were employed by  
 20 Defendants; (b) Plaintiffs and the COLLECTIVE ACTION MEMBERS were not paid  
 21 their wages for actual hours worked, instead being paid for scheduled hours; (c)  
 22 Plaintiffs and the COLLECTIVE ACTION MEMBERS were not paid for work  
 23 performed before and/or after a work shift; (d) Defendants knowingly and willfully  
 24 violated provisions of the FLSA, by not paying Plaintiffs and the COLLECTIVE  
 25 ACTION MEMBERS their wages; (e) As a result of Defendants' practice of withholding  
 26 compensation for all hours worked, Plaintiffs and the COLLECTIVE ACTION  
 27 MEMBERS have been similarly damaged in that they have not received timely payment  
 28 in full of their earned wages.



1        50. This action is maintainable as an “opt-in” collective action pursuant to 29  
 2 U.S.C. § 216(b) as to claims for liquidated damages, costs and attorneys’ fees under the  
 3 FLSA.

4        51. All individuals employed by Defendants should be given notice and be  
 5 allowed to give their consent in writing, i.e., “opt in,” to the collective action pursuant to  
 6 29 U.S.C. § 216(b).

7                                    **FIRST CLAIM FOR RELIEF**

8                                    (Cal. Lab. Code § 226.7 *et seq.*)

9                                    (On Behalf of Class Against WHITESIDE, NMS, and JWC)

10        52. Plaintiffs replead, reallege, and incorporate by reference each and every  
 11 allegation set forth in the Complaint.

12        53. During the Class Period, Plaintiffs and Class Members generally were not  
 13 provided time to take all required ten-minute rest period during their work shifts.

14        54. During the Class Period, Plaintiffs and Class Members generally were not  
 15 provided time to take all required non-working thirty-minute meal breaks during their  
 16 work shifts.

17        55. Accordingly, each Plaintiff and Class Member is entitled to compensation  
 18 for one hour of pay for each work shift longer than four hours during which he or she  
 19 was not provided a ten-minute rest period. Likewise, each Plaintiff and Class Member is  
 20 entitled to compensation for one hour of pay for each work shift longer than five hours  
 21 during which he or she was not provided a thirty-minute non-working meal break.

22                                    **SECOND CLAIM FOR RELIEF**

23                                    (Cal. Lab. Code § 203)

24                                    (On Behalf of Class Against WHITESIDE, NMS, and JWC)

25        56. Plaintiffs replead, reallege, and incorporate by reference each and every  
 26 allegation set forth in the Complaint.

27        57. The failure of Defendants to compensate Plaintiffs and Class Members  
 28 within the time provided by sections 201 and/or 202 of the California Labor Code,  
 despite its knowledge of its obligation to do so, was “willful” within the meaning of  
 section 203 of the California Labor Code. Each Plaintiff and Class Member is entitled to

continuing wages from the date on which his or her wages were due until the date on which WHITESIDE, NMS, JWC and DAVID R. WHITESIDE makes payment of the wages, not to exceed thirty days.

58. Plaintiffs and Class Members are entitled to an injunction to prevent such misconduct in the future, costs and such other relief as may be appropriate, demand for which is hereby made in accord with the provisions of the California Labor Code.

### **THIRD CLAIM FOR RELIEF**

(Cal. Lab. Code § 226)

(On Behalf of Class Against WHITESIDE, NMS, and JWC)

59. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

60. WHITESIDE, NMS, JWC and DAVID R. WHITESIDE employed Plaintiffs and Class Members but failed to provide them with the data required by section 226 of the California Labor Code. For example, WHITESIDE, NMS, JWC and DAVID R. WHITESIDE failed to provide information concerning the legal name and address of the employer, the total hours actually worked by the employee and total wages earned on account of meal and rest penalties. WHITESIDE, NMS, JWC and DAVID R. WHITESIDE further failed to provide information regarding the time and wages for pre and post-shift work performed by Plaintiffs and Class Members but not paid for by WHITESIDE, NMS, and/or JWC. Accordingly, each Plaintiff and Class Member is entitled to damages, and Plaintiffs are entitled to an injunction to prevent such misconduct in the future, costs and attorney's fees, demand for which is hereby made in accord with the provisions of the California Labor Code.

### **FOURTH CLAIM FOR RELIEF**

(Cal. Lab Code §§ 204, 510, 1194, 1194.2 and 1197 California Labor Code -- Failure to Pay Minimum Wage and Overtime Compensation)  
(On Behalf of Class Against WHITESIDE, NMS, and JWC)

61. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

62. WHITESIDE, NMS, and JWC employed Plaintiffs and Class Members but

1 failed to provide them with the overtime compensation required by sections 204, 510,  
 2 1194, 1194.2 and 1197 of the California Labor Code. WHITESIDE, NMS, and JWC  
 3 routinely paid employees for their scheduled time, rather than for their actual hours  
 4 worked. WHITESIDE, NMS, and JWC routinely paid employees at an artificially low  
 5 overtime rate, failing to consider the impact of wages owing on account of employee  
 6 work during rest periods and meal breaks. Accordingly, each Plaintiff and Class  
 7 Member is entitled to damages and liquidated damages, and Plaintiffs are entitled to  
 8 costs and attorney's fees, demand for which is hereby made in accord with the provisions  
 9 of the California Labor Code.

#### 10 **FIFTH CLAIM FOR RELIEF**

11 (29 USCS § 206 and 207 – Fair Labor Standards Act -- Failure to Pay Minimum Wage  
 12 and Overtime Compensation)  
 13 (On Behalf of Class Against All Defendants)

14 63. Plaintiffs replead, reallege, and incorporate by reference each and every  
 15 allegation set forth in the Complaint.

16 64. Defendants, by failing to pay Plaintiffs and Class Members the wages due  
 17 and owing to them for work in excess of hours scheduled, have violated the Fair Labor  
 18 Standards Act by failing to provide at least minimum and overtime wages as required by  
 19 29 USCS § 206 and 207. WHITESIDE, NMS, and JWC routinely paid employees at an  
 20 artificially low overtime rate, failing to consider the impact of wages owing on account  
 21 of employee work during rest periods and meal breaks.

22 65. Each Plaintiff and Class Member therefore is entitled to be paid according  
 23 to proof at least the minimum and overtime wages for the hours they worked and  
 24 damages under 29 USCS § 216. Additionally, Plaintiffs are entitled to attorney's fees  
 25 and costs.

#### 26 **SIXTH CLAIM FOR RELIEF**

27 (Cal. Bus. & Prof. Code § 17200 *et seq.*)  
 28 (On Behalf of Class Against All Defendants)

66. Plaintiffs replead, reallege, and incorporate by reference each and every  
 allegation set forth in the Complaint.

1           67.    WHITESIDE, NMS, JWC and DAVID R. WHITESIDE each are a “person”  
2 within the meaning of section 17201 of the California Business and Professions Code.

3           68.    As set forth in this Complaint, Plaintiffs are informed, believe, and thereon  
4 allege that, for the last four years, WHITESIDE, NMS, JWC and DAVID R.  
5 WHITESIDE intentionally and improperly failed to comply with the California Labor  
6 Code and the federal Fair Labor Standards Act.

7           69.    The failure of WHITESIDE, NMS, JWC and DAVID R. WHITESIDE to  
8 comply with the California Labor Code has resulted in WHITESIDE, NMS, JWC and  
9 DAVID R. WHITESIDE under-reporting to state authorities wages earned by Plaintiffs  
10 and Class Members and, therefore, in Defendants under-paying state taxes,  
11 unemployment premiums, and workers’ compensation premiums, all this in an amount  
12 based on estimated unpaid wages according to proof.

13           70.    Additionally, Plaintiffs are informed, believe, and thereon allege that  
14 WHITESIDE, NMS, JWC and DAVID R. WHITESIDE were able to compete unfairly  
15 by not complying with the California Labor Code. By competing unfairly, WHITESIDE,  
16 NMS, JWC and DAVID R. WHITESIDE have gained a competitive advantage over  
17 other comparable businesses in the State of California.

18           71.    Accordingly, the failure of WHITESIDE, NMS, JWC and DAVID R.  
19 WHITESIDE to comply with the California Labor Code is an unfair and/or unlawful  
20 business activity prohibited by section 17200 *et seq.* of the California Business and  
21 Professions Code, and it justifies the issuance of an injunction, restitution, and other  
22 equitable relief pursuant to section 17203 of the California Business and Professions  
23 Code. All remedies are cumulative pursuant to section 17205 of the California Business  
24 and Professions Code.

25           72.    Further, Plaintiffs request attorney’s fees and costs pursuant to section  
26 1021.5 of the California Code of Civil Procedure upon proof that they have acted in the  
27 public interest as set forth in the Private Attorneys General Act.  
28

**SEVENTH CLAIM FOR RELIEF**

(California Labor Code § 2802, Indemnification for Expenditures  
or Losses in Discharge of Duties)  
(On Behalf of Class Against WHITESIDE, NMS, and JWC)

73. Plaintiffs replead, reallege, and incorporate by reference each and every allegation set forth in the Complaint.

74. At all times relevant herein, the relevant portion of section 2802 of the California Labor Code provided:

(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

(b) All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

(c) For purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section.

75. Plaintiffs and the members of the Class were required by Defendants to use their own funds to provide for gas and tolls when traveling to and from construction sites and the WHITESIDE yard in Richmond, California. On information and belief, Plaintiffs and members of the Class have never been reimbursed for such costs, or depreciation on their vehicles. Defendants required Plaintiffs and Class members to bring and use their vehicles to perform the required duties. Accordingly, Plaintiffs and class members use of their vehicles for Defendants was in “direct consequence of the discharge of his [] duties.” Cal. Lab. Code § 2802(a).



1 76. To date, Defendants have not reimbursed Plaintiffs and/or the members of the  
2 Class for their expenditures.

3 77. Accordingly, Plaintiffs and the members of the Class are entitled to damages  
4 in accordance with California Labor Code section 2802.

5 **EIGHTH CLAIM FOR RELIEF**

(Cal. Lab. Code § 2698 *et seq.*)

6 (On Behalf of Class Against WHITESIDE, NMS, and JWC)

7 78. Plaintiffs replead, reallege, and incorporate by reference each and every  
8 allegation set forth in the Complaint.

9 79. Pursuant to California Labor Code section 2699.3(a)(1), on June 20, 2008,  
10 Plaintiffs gave written notice by certified mail to the Labor and Workforce Development  
11 Agency and Defendants, through their attorney, of the specific provisions of the  
12 California Labor Code alleged to have been violated, including the facts and theories  
13 specified in the original Complaint.

14 80. Thereafter, the appropriate official of the Labor and Workforce  
15 Development Agency sent a letter to Plaintiffs and to Defendants. Pursuant to section  
16 2699.3(a)(2)(A), the letter stated that the Labor and Workforce Development Agency did  
17 not intend to investigate Defendants' alleged violations. Accordingly, Plaintiffs "may as  
18 a matter of right amend [the] existing complaint to add a cause of action arising under  
19 this part within 60 days of the time periods specified in this part." Cal. Lab. Code §  
20 2699.3(a)(2)(C).

21 81. Section 2699 of the Labor Code provides for civil penalties for violations of  
22 the Labor Code. Section 2699(a) provides that civil penalties may be "recovered through  
23 a civil action brought by an aggrieved employee on behalf of himself or herself and other  
24 current or former employees." *Id.* § 2699(a). Section 2699(g) provides that an employee  
25 who prevails in a civil action under section 2699 shall be entitled to an award of  
26 reasonable attorneys' fees and costs.

27 82. The State of California and Plaintiffs are, therefore, entitled to civil  
28 penalties, attorneys' fees and costs, according to proof.

1 **WHEREFORE**, Plaintiffs pray judgment as follows:

2 1. That this Court certify the class action and the collective action described in  
3 this Complaint.

4 2. That, with respect to the First Claim for Relief, Plaintiff and Class Members  
5 be awarded judgment according to proof, interest, attorneys' fees and costs.

6 3. That, with respect to the Second Claim for Relief, it be adjudged that the  
7 failure of Defendant to make payment of wages within the time prescribed by sections  
8 201 and/or 202 of the California Labor Code was "willful" within the meaning of section  
9 203 of the California Labor Code and that this Court award Class Members continuing  
10 wages, costs of suit, and interest, each according to proof.

11 4. That, with respect to the Third Claim for Relief, this Court enter judgment  
12 in favor of Class Members for damages, injunctive relief, reasonable attorney's fees, and  
13 costs of suit, each according to proof.

14 5. That, with respect to the Fourth Claim for Relief, each Class Member be  
15 awarded his or her wages, liquidated damages, attorney's fees, and costs according to  
16 proof.

17 6. That, with respect to the Fifth Claim for Relief, this Court enter judgment in  
18 favor of Plaintiff in the amount of damages according to proof, reasonable attorney's  
19 fees, statutory damages, and costs of suit.

20 7. That, with respect to the Sixth Claim for Relief, this Court enter judgment  
21 for restitution in an amount according to proof, for interest on any restitution, and for  
22 reasonable attorney's fees and costs.

23 8. That, with respect to the Seventh Claim for Relief, this Court enter  
24 judgment in favor of Plaintiff in the amount of damages according to proof, reasonable  
25 attorney's fees, statutory damages, and costs of suit.

26 9. With respect to the Eighth Claim for Relief, that the State of California,  
27 Plaintiff, and the putative Class Members be awarded their civil penalties, attorney's  
28 fees, and costs, each according to proof.





FIRST AM. COMPL. EX. 1

029010

## WHITESIDE CONSTRUCTION CORPORATION

Rec#: 299		Emp#: 485 MARGARITO GONZALEZ						Quarter: 1 State: CA	
Check: 29010		Date: 02/06/2007		Period: 02/05/2007 to 02/11/2007					
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece		0.00
Rate:	23.9900	35.9900	47.9800				Diem		0.00
Hours:	8.00	0.00	0.00	0.00	0.00	0.00	Misc		0.00
Pay:	191.92	0.00	0.00	0.00	0.00	0.00			
Totals:	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Salary		0.00
	8.00	191.92	18.24	35.58	174.58	6,273.49			

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	13.03	424.44	State Disability (S	Ded	1.26	41.06
Employee Medicare	Ded	3.05	99.27	LABOR VACATION	A/D	18.24	572.28
Federal Income Tax	Ded		453.82	LABOR PENSION	Acc	26.08	818.26
State Income Taxes	Ded		100.57				

## WHITESIDE CONSTRUCTION CORPORATION

030009

Rec#: 1235		Emp#: 485 MARGARITO GONZALEZ						Quarter: 2 State: CA	
Check: 30009		Date: 06/01/2007		Period: 05/28/2007 to 06/03/2007					
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece		0.00
Rate:	23.9900	35.9900	47.9800				Diem		0.00
Hours:	18.00	0.00	0.00	0.00	0.00	0.00	Misc		0.00
Pay:	431.82	0.00	0.00	0.00	0.00	0.00			
Totals:	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Salary		0.00
	18.00	431.82	41.04	80.23	392.63	7,281.07			

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	29.32	492.85	State Disability (S	Ded	2.84	47.68
Employee Medicare	Ded	6.86	115.27	LABOR VACATION	A/D	41.04	668.04
Federal Income Tax	Ded	0.17	469.92	LABOR PENSION	Acc	58.68	955.18
State Income Taxes	Ded		100.57				

WHITESIDE CONSTRUCTION CORPORATION

027375

Rec#: 1820	Emp#: 485 MARGARITO GONZALEZ						Quarter: 3	State: CA
Check: 27375	Date: 09/08/2006						Period: 08/28/2006	to 09/03/2006
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	23.9900	35.9900	45.9800					
Hours:	40.00	1.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	959.60	35.99	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 41.00	Gross Pay 995.59	Add-Ons 93.48	Deductions 264.19	Net Pay 804.88	YTD Wages 15,283.69	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	67.52	1,037.08	State Disability (S	Ded	8.71	133.83
Employee Medicare	Ded	15.79	242.55	LABOR VACATION	A/D	93.48	1,443.24
Federal Income Tax	Ded	80.09	1,182.32	LABOR PENSION	Acc	133.66	1,875.63
State Income Taxes	Ded	18.60	272.76				

WHITESIDE CONSTRUCTION CORPORATION

027494

Rec#: 1937	Emp#: 485 MARGARITO GONZALEZ						Quarter: 3	State: CA
Check: 27494	Date: 09/22/2006						Period: 09/11/2006	to 09/17/2006
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	23.9900	35.9900	45.9800					
Hours:	40.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	959.60	0.00	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 40.00	Gross Pay 959.60	Add-Ons 91.20	Deductions 270.66	Net Pay 780.14	YTD Wages 17,046.96	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	65.15	1,156.72	State Disability (S	Ded	8.41	149.27
Employee Medicare	Ded	15.24	270.53	LABOR VACATION	A/D	91.20	1,609.68
Federal Income Tax	Ded	74.35	1,305.24	LABOR PENSION	Acc	130.40	2,113.61
State Income Taxes	Ded	16.31	297.61				

WHITESIDE CONSTRUCTION CORPORATION

027429

Rec#: 1873	Emp#: 485 MARGARITO GONZALEZ						Quarter: 3	State: CA
Check: 27429	Date: 09/15/2006						Period: 09/04/2006	to 09/10/2006
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	23.9900	35.9900	45.9800					
Hours:	32.00	1.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	767.68	35.99	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 33.00	Gross Pay 803.67	Add-Ons 75.24	Deductions 206.61	Net Pay 672.30	YTD Wages 16,087.36	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	54.49	1,091.57	State Disability (S	Ded	7.03	140.86
Employee Medicare	Ded	12.74	255.29	LABOR VACATION	A/D	75.24	1,518.48
Federal Income Tax	Ded	48.57	1,230.89	LABOR PENSION	Acc	107.58	1,983.21
State Income Taxes	Ded	8.54	281.30				

W. CONSTRUCTION, INC.

009022

Rec#: 239		Emp#: 82 FRANCISCO CISNEROS-ZAVALA					Quarter: 3 State: CA	
Check: 9022		Date: 07/13/2007					Period: 07/02/2007 to 07/08/2007	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	16.5000	24.7500	0.0000					
Hours:	32.00	1.50	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	528.00	37.13	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 33.50	Gross Pay 565.13	Add-Ons 0.00	Deductions 46.62	Net Pay 518.51	YTD Wages 17,980.90	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	35.04	1,114.85	State Income Taxes	Ded		16.39
Employee Medicare	Ded	8.19	260.72	State Disability (S)	Ded	3.39	107.90
Federal Income Tax	Ded		187.65				

J. W. CONSTRUCTION, INC.

009009

Rec#: 229		Emp#: 82 FRANCISCO CISNEROS-ZAVALA					Quarter: 3 State: CA	
Check: 9009		Date: 07/06/2007					Period: 06/25/2007 to 07/01/2007	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	16.5000	24.7500	0.0000					
Hours:	40.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	660.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 40.00	Gross Pay 660.00	Add-Ons 0.00	Deductions 60.64	Net Pay 599.36	YTD Wages 17,415.77	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	40.92	1,079.81	State Income Taxes	Ded		16.39
Employee Medicare	Ded	9.57	252.53	State Disability (S)	Ded	3.96	104.51
Federal Income Tax	Ded	6.19	187.65				

S. SUPPLY, INC.

000102

Rec#: 10		Emp#: 2 FRANCISCO CISNEROS-ZAVALA					Quarter: 3 State: CA	
Check: 102		Date: 08/10/2007					Period: 07/30/2007 to 08/05/2007	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	16.5000	24.7500	33.0000					
Hours:	40.00	10.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	660.00	247.50	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 50.00	Gross Pay 907.50	Add-Ons 0.00	Deductions 134.99	Net Pay 772.51	YTD Wages 1,171.80	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	50.27	72.64	State Income Taxes	Ded	6.98	0.99
Employee Medicare	Ded	13.16	18.99	State Disability (S)	Ded	5.46	7.03
Federal Income Tax	Ded	51.62	52.13				



J. W. CONSTRUCTION, INC.

008997

Rec#: 219		Emp#: 82 FRANCISCO CISNEROS-ZAVALA					Quarter: 2 State: CA	
Check: 8897		Date: 06/22/2007					Period: 06/11/2007 to 06/17/2007	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	16.5000	24.7500	0.0000					
Hours:	12.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	198.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 12.00	Gross Pay 198.00	Add-Ons 0.00	Deductions 16.34	Net Pay 181.66	YTD Wages 16,083.39	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	12.28	997.20	State Income Taxes	Ded		16.39
Employee Medicare	Ded	2.87	233.21	State Disability (S)	Ded	1.19	96.62
Federal Income Tax	Ded		174.03				

J. W. CONSTRUCTION, INC.

009058

Rec#: 274		Emp#: 82 FRANCISCO CISNEROS-ZAVALA					Quarter: 3 State: CA	
Check: 9058		Date: 07/27/2007					Period: 07/16/2007 to 07/22/2007	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	16.5000	24.7500	0.0000					
Hours:	0.00	8.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	0.00	198.00	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 8.00	Gross Pay 198.00	Add-Ons 0.00	Deductions 16.34	Net Pay 181.66	YTD Wages 19,771.15	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	12.28	1,225.85	State Income Taxes	Ded		23.01
Employee Medicare	Ded	2.87	286.68	State Disability (S)	Ded	1.19	118.64
Federal Income Tax	Ded		229.64				

J. W. CONSTRUCTION, INC.

009045

Rec#: 261		Emp#: 82 FRANCISCO CISNEROS-ZAVALA					Quarter: 3 State: CA	
Check: 9046		Date: 07/27/2007					Period: 07/16/2007 to 07/22/2007	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	16.5000	24.7500	0.0000					
Hours:	40.00	11.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	660.00	272.25	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours 51.00	Gross Pay 932.25	Add-Ons 0.00	Deductions 119.33	Net Pay 812.92	YTD Wages 19,771.15	Salary	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	57.80	1,225.85	State Income Taxes	Ded	6.62	23.01
Employee Medicare	Ded	13.52	286.68	State Disability (S)	Ded	5.59	118.64
Federal Income Tax	Ded	35.80	229.64				

W. CONSTRUCTION, INC.

008968

Rec#: 192		Emp#: 82 FRANCISCO CISNEROS-ZAVALA					Quarter: 2 State: CA	
Check: 8968		Date: 05/08/2007		Period: 05/28/2007 to 06/03/2007				
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	18.5000	24.7500	0.0000					
Hours:	24.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	396.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00
	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Salary	0.00
Totals:	24.00	396.00	0.00	32.57	363.33	14,594.26		

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	24.55	904.87	State Income Taxes	Ded		16.39
Employee Medicare	Ded	5.74	211.62	State Disability (S)	Ded	2.38	87.59
Federal Income Tax	Ded		167.84				

W. CONSTRUCTION, INC.

008986

Rec#: 209		Emp#: 82 FRANCISCO CISNEROS-ZAVALA					Quarter: 2 State: CA	
Check: 8986		Date: 06/15/2007		Period: 06/04/2007 to 06/10/2007				
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	18.5000	24.7500	0.0000					
Hours:	8.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	132.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00
	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Salary	0.00
Totals:	8.00	132.00	0.00	10.88	121.12	15,225.39		

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	8.18	944.00	State Income Taxes	Ded		16.39
Employee Medicare	Ded	1.91	220.77	State Disability (S)	Ded	0.79	91.37
Federal Income Tax	Ded		167.84				

W. CONSTRUCTION, INC.

009033

Rec#: 235		Emp#: 82 FRANCISCO CISNEROS-ZAVALA					Quarter: 3 State: CA	
Check: 9033		Date: 07/20/2007		Period: 07/09/2007 to 07/15/2007				
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	18.5000	24.7500	0.0000					
Hours:	40.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	660.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00
	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Salary	0.00
Totals:	40.00	660.00	0.00	60.64	599.36	18,640.90		

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	40.92	1,155.77	State Income Taxes	Ded		16.39
Employee Medicare	Ded	9.57	270.29	State Disability (S)	Ded	3.96	111.86
Federal Income Tax	Ded	6.19	193.84				

599.36  
518.51  
181.85

J. W. CONSTRUCTION, INC.

UUb844

Rec#: 337		Emp#: 90 MARGARITO GONZALEZ						Quarter: 2 State: CA	
Check: 6644		Date: 06/25/2004						Period: 06/14/2004 to 06/20/2004	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece		
Rate:	15.0000	22.5000	0.0000				0.00		
Hours:	40.00	0.00	0.00	0.00	0.00	0.00	0.00		
Pay:	600.00	0.00	0.00	0.00	0.00	0.00	0.00		
Totals:	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Misc		
	40.00	600.00	0.00	196.38	403.62	14,715.00	0.00		
							Salary		
							0.00		

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	37.20	912.35	State Income Taxes	Ded		0.42
Employee Medicare	Ded	8.70	213.38	State Disability (S	Ded	7.08	173.65
Federal Income Tax	Ded	8.85	200.60	Wage Attachment	Ded	134.55	1,345.50

J. W. CONSTRUCTION, INC.

006732

Rec#: 253		Emp#: 90 MARGARITO GONZALEZ						Quarter: 2 State: CA	
Check: 6732		Date: 05/07/2004						Period: 04/26/2004 to 05/02/2004	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece		
Rate:	15.0000	22.5000	0.0000				0.00		
Hours:	40.00	1.00	0.00	0.00	0.00	0.00	0.00		
Pay:	600.00	22.50	0.00	0.00	0.00	0.00	0.00		
Totals:	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Misc		
	41.00	622.50	0.00	200.63	421.87	10,620.00	0.00		
							Salary		
							0.00		

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	38.60	658.45	State Income Taxes	Ded		0.42
Employee Medicare	Ded	9.03	154.00	State Disability (S	Ded	7.35	125.32
Federal Income Tax	Ded	11.10	145.25	Wage Attachment	Ded	134.55	403.65

J. W. CONSTRUCTION, INC.

006861

Rec#: 349		Emp#: 90 MARGARITO GONZALEZ						Quarter: 3 State: CA	
Check: 6861		Date: 07/02/2004						Period: 06/21/2004 to 06/27/2004	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece		
Rate:	15.0000	22.5000	0.0000				0.00		
Hours:	40.00	0.00	0.00	0.00	0.00	0.00	0.00		
Pay:	600.00	0.00	0.00	0.00	0.00	0.00	0.00		
Totals:	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Misc		
	40.00	600.00	0.00	196.38	403.62	15,315.00	0.00		
							Salary		
							0.00		

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	37.20	949.55	State Income Taxes	Ded		0.42
Employee Medicare	Ded	8.70	222.08	State Disability (S	Ded	7.08	180.73
Federal Income Tax	Ded	8.85	209.45	Wage Attachment	Ded	134.55	1,480.05



CONSTRUCTION, INC.

007004

Rec#: 331		Emp#: 90 MARGARITO GONZALEZ						Quarter: 2 State: CA	
Check: 7664		Date: 06/10/2005		Period: 05/30/2005 to 06/05/2005					
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00	
Rate:	15.0000	22.5000	0.0000						
Hours:	32.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00	
Pay:	480.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00	
Totals:	Hours 32.00	Gross Pay 480.00	Add-Ons 0.00	Deductions 41.90	Net Pay 438.10	YTD Wages 12,393.75	Salary	0.00	

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	29.76	768.41	Federal Income Tax	Ded		133.29
Employee Medicare	Ded	6.96	179.70	State Disability (S)	Ded	5.18	133.85

CONSTRUCTION, INC.

007908

Rec#: 555		Emp#: 90 MARGARITO GONZALEZ						Quarter: 4 State: CA	
Check: 7908		Date: 10/21/2005		Period: 10/10/2005 to 10/16/2005					
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00	
Rate:	16.5000	24.7500	0.0000						
Hours:	40.00	8.00	0.00	0.00	0.00	0.00	Diem	0.00	
Pay:	660.00	198.00	0.00	0.00	0.00	0.00	Misc	0.00	
Totals:	Hours 48.00	Gross Pay 858.00	Add-Ons 0.00	Deductions 117.18	Net Pay 740.82	YTD Wages 25,240.13	Salary	0.00	

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	53.20	1,564.92	State Income Taxes	Ded	8.07	35.88
Employee Medicare	Ded	12.44	365.99	State Disability (S)	Ded	9.27	272.61
Federal Income Tax	Ded	36.20	472.70				

007568

W. CONSTRUCTION, INC.

Rec#: 243		Emp#: 90 MARGARITO GONZALEZ						Quarter: 2 State: CA	
Check: 7568		Date: 04/29/2005		Period: 04/18/2005 to 04/24/2005					
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00	
Rate:	15.0000	22.5000	0.0000						
Hours:	40.00	2.00	0.00	0.00	0.00	0.00	Diem	0.00	
Pay:	600.00	45.00	0.00	0.00	0.00	0.00	Misc	0.00	
Totals:	Hours 42.00	Gross Pay 645.00	Add-Ons 0.00	Deductions 68.50	Net Pay 576.50	YTD Wages 9,405.00	Salary	0.00	

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	39.99	583.11	Federal Income Tax	Ded	12.19	115.65
Employee Medicare	Ded	9.35	136.37	State Disability (S)	Ded	6.97	101.58



NMS SUPPLY, INC.

000129

Reck: 30		Empl: 2 FRANCISCO CISNEROS-ZAVAL					Quarter: 3 State: CA	
Check: 120		Date: 08/17/2007					Period: 08/06/2007 to 08/12/2007	
		Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate	15.5000	24.7500	33.0000					
Hours	18.00	8.50	0.00	0.00	0.00	0.00	Diem	0.00
Pay	281.00	210.38	0.00	0.00	0.00	0.00	Misc	0.00
		Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Salary	0.00
		570.38	0.00	124.88	745.53	2,041.88		
Calculation	Type	Check	Year	Calculation	Type	Check	Year	
Employer's Share	Ded	5.98	126.00	State Income Taxes	Ded	7.40	16.40	
Employer's Medical	Ded	12.62	29.60	State Disability (S)	Ded	6.22	10.26	
Employer's State Tax	Ded	45.28	08.60					

000103

NMS SUPPLY, INC.

Reck: 11		Empl: 2 FRANCISCO CISNEROS-ZAVAL					Quarter: 3 State: CA	
Check: 103		Date: 08/10/2007					Period: 07/30/2007 to 08/05/2007	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate	15.5000	24.7500	33.0000					
Hours	18.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay	281.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00
		Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Salary	0.00
		284.00	0.00	21.78	242.22	1,171.50		
Calculation	Type	Check	Year	Calculation	Type	Check	Year	
Employer's Share	Ded	16.37	72.64	State Income Taxes	Ded	3.08	3.08	
Employer's Medical	Ded	3.83	16.09	State Disability (S)	Ded	1.58	7.03	
Employer's State Tax	Ded		51.13					

000142

NMS SUPPLY, INC.

Reck: 48		Empl: 2 FRANCISCO CISNEROS-ZAVAL					Quarter: 3 State: CA	
Check: 142		Date: 08/24/2007					Period: 08/13/2007 to 08/19/2007	
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate	15.5000	24.7500	33.0000					
Hours	40.00	1.50	0.00	0.00	0.00	0.00	Diem	0.00
Pay	660.00	37.13	0.00	0.00	0.00	0.00	Misc	0.00
		Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages	Salary	0.00
		697.13	0.00	80.75	616.38	2,739.01		
Calculation	Type	Check	Year	Calculation	Type	Check	Year	
Employer's Share	Ded	45.22	169.82	State Income Taxes	Ded	0.64	17.11	
Employer's Medical	Ded	10.11	38.72	State Disability (S)	Ded	4.18	110.43	
Employer's State Tax	Ded	22.60	119.28					



000331

NMS SUPPLY, INC.

Rec#: 217		Emp#: 27 WALTER A. PEREZ ESCOBAR #27					Quarter: 4		State: CA	
Check: 331		Date: 12/07/2007			Period: 11/26/2007 to 12/02/2007					
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00		
Rate:	25.0000	37.5000	50.0000							
Hours:	32.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00		
Pay:	800.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00		
	Hours	Gross Pay	Add-Ons	Deductions	Net Pay	YTD Wages				
Totals:	32.00	800.00	0.00	128.08	671.92	2,418.75	Salary	0.00		

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	49.60	149.96	State Income Taxes	Ded	8.02	26.84
Employee Medicare	Ded	11.60	35.97	State Disability (S)	Ded	4.80	14.51
Federal Income Tax	Ded	54.04	168.47				

000345

NMS SUPPLY, INC.

Rec#: 230		Emp#: 27 WALTER A. PEREZ ESCOBAR #27					Quarter: 4 State: CA	
Check: 345		Date: 12/14/2007		Period: 12/10/2007 to 12/16/2007				
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	25.0000	37.5000	50.0000					
Hours:	32.00	0.00	0.00	0.00	0.00	0.00	Diem	0.00
Pay:	800.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00
Totals:	Hours: 32.00	Gross Pay: 800.00	Add-Ons: 0.00	Deductions: 128.06	Net Pay: 671.94	YTD Wages: 4,218.75	Salary:	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	49.60	261.56	State Income Taxes	Ded	8.02	50.88
Employee Medicare	Ded	11.60	61.17	State Disability (S)	Ded	4.80	25.31
Federal Income Tax	Ded	54.04	304.55				

000340

NMS SUPPLY, INC.

SUPPLY, INC.								
Rec#: 225		Emp#: 27 WALTER A. PEREZ ESCOBAR #27				Quarter: 4 State: CA		
Check: 340		Date: 12/14/2007		Period: 12/03/2007 to 12/09/2007				
	Regular	Overtime	Premium	Sick	Vacation	Holiday	Piece	0.00
Rate:	25.0000	37.5000	50.0000				Diem	0.00
Hours:	40.00	0.00	0.00	0.00	0.00	0.00	Misc	0.00
Pay:	1,000.00	0.00	0.00	0.00	0.00	0.00		
Totals:	Hours: 40.00	Gross Pay: 1,000.00	Add-Ons: 0.00	Deductions: 182.56	Net Pay: 817.44	YTD Wages: 3,418.75	Salary:	0.00

Calculation	Type	Check	Year	Calculation	Type	Check	Year
Employee Fica	Ded	62.00	211.96	State Income Taxes	Ded	16.02	62.88
Employee Medicare	Ded	14.50	49.57	State Disability (S)	Ded	6.00	20.51
Federal Income Tax	Ded	64.04	250.51				